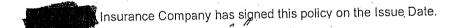
Insurance Company). It is issued in return This is a legal contract between You (the Insured Person) and Us for Your application and first premium. We agree to pay this policy's benefits to You if You become Totally Disabled while this policy is in effect, the policy provisions are met, and You give Us all the proof and notice We require.

# RENEWAL PROVISION

This policy is guaranteed renewable to age 67. That means as long as You pay premiums when due, We cannot cancel or change Your policy. We can, however, change the premium rates after this policy has been in force for 12 months, but not more than once in a 12-month period. If We change the premium rates, We can only do it for all policies in Your class. You will be given 31 days notice by mail prior to any premium change. If You are over age 67 and Employed on a Full-Time Basis, You can continue to renew Your policy up to age 70. You must be Employed on a Full-Time Basis on each renewal date. There will be a limited benefit period.

#### RIGHT TO CANCEL

You may cancel this policy within 30 days of receiving it by returning the policy to Our administrative office. As soon as You deliver or mail the policy to Us, it is treated as if it was never issued. Your premium payment will be refunded when We receive the policy. After the 30-day period, You may cancel this policy by notifying Us in writing that You wish to do so. Cancellation of Your policy after the 30-day period will be effective at the end of the period for which premiums have been paid at the time Your written notice is received by Us unless Your notice specifies a later date. Cancellation of this policy will be without prejudice to any claim made prior to the termination of the contract.



### IMPORTANT NOTICE

Should You have a dispute, contact Us first. If the dispute is not resolved, You may contact the California Department of Insurance.

California Department of Insurance, Consumer Services Division 300 South Spring Street, Los Angeles, CA 90013 (800) 927-HELP (800-927-4357)

OFF-THE-JOB DISABILITY INCOME POLICY - ACCIDENT ONLY

Guaranteed Renewable to Age 67 - Qualified Right to Renew to Age 70 Company may change premium rates

AGENT NAME: ADDRESS:

(JOE AGENT) 123 AVE K)

(ANYTOWŃ USA 64589)



{555-645-4545}



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# POLICY SCHEDULE

EORM NO	BENEFIT Total Disability Benefits (Acciden	nt Only)	INITIA ANNU PREMI {\$	AL
	Monthly Benefit Maximum Benefit Period Elimination Period – Accident Elimination Period – Sickness	{\$3.00 - \$5,000} {3, 6, 12, 24} Months {0, 7, 14, 30, 60, 90, 180} Consecutive Days {7, 14, 30, 60, 90, 180} Consecutive Days		
	ADDITIONAL BENEFITS ARE	EXPLAINED IN THE POLICY.		
	Emergency Accident Rider		<b>{</b> \$	, }
	Benefit Amount	{\$100, \$150, \$200}		
	Retroactive Injury Benefit Rider		<b>{</b> \$	}
	On-the-Job Disability Income Rider – Accident Only			· . }.
	Monthly Benefit Maximum Benefit Period Elimination Period – Accident Elimination Period – Sickness	{\$150 - \$2,500} {3, 6, 12, 24} Months {0, 7, 14, 30, 60, 90, 180} Consecutive Days {7, 14, 30, 60, 90, 180} Consecutive Days		
	Spouse Accident Only Disability Income Rider			}
	Spouse Monthly Benefit Maximum Benefit Period Elimination Period – Accident	{Spouse Name} \$600 6 Months 7 Consecutive Days		

INSURED PERSON:

(JOHN DOE)

POLICY NUMBER: {1234567890}

MODAL PREMIUM: {\$

PREMIUM MODE: {1 month}

ISSUE DATE:

{MARCH 7, 2007}



#### **DEFINITIONS**

Actively at Work means performing the duties of Your occupation for Your employer for a wage or salary.

Concurrent Total Disability means a disability caused by more than one Injury, whether the Injuries are related or not.

Covered Accident means an unforeseen event or occurrence which directly, independently and exclusively results in an Injury and (a) occurs after the policy Issue Date; (b) occurs while this policy is in force; and (c) is not caused by or a result of an activity or condition listed in EXCLUSIONS in this policy.

Elimination Period means the number of consecutive days You must be Totally Disabled before You are eligible to receive the Monthly Benefit. See the Policy Schedule and Claims Procedure. We do not pay Monthly Benefits during the Elimination Period.

Employed on a Full-Time Basis means working for pay at least 30 hours per week for 90 days immediately preceding the renewal date.

Immediate Family means the spouse, father, mother, children or siblings of any Insured Person.

Injury(ies) means bodily harm that is caused solely by or is the result of a Covered Accident.

All injuries sustained in any one Covered Accident and all complications and reoccurrences of complications are considered to be a single Injury.

Issue Date means the date You first become insured for the benefits of this policy.

Maximum Benefit Period means the maximum period of time the Monthly Benefit is payable due to any one Total Disability and Residual Disability, if any, associated with that Total Disability. See the Policy Schedule.

Monthly Benefit means the amount We agree to pay You if You are Totally Disabled. See the Policy Schedule.

Residual Disability; Residually Disabled means You are not Totally Disabled and that while actually working in Your own occupation, as a result of Injury You are unable to earn 80% or more of Your pre-disability earnings.

Physician means a doctor of medicine or doctor of osteopathy who is duly licensed by the state medical board. Such person can not be an Insured Person's Immediate Family member and must be providing services within the scope of his or her license. Practitioners of homeopathic, naturopathic and related medicines are not considered eligible Physicians.

Practitioners other than those named above are not considered eligible Physicians.

# Preexisting Condition means:

- (a) (1) You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 12 months immediately prior to the Issue Date of coverage under this policy; or
  - (2) You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed on Your application (i) for which You received a Physician's advice or treatment within 12 months before the Issue Date, or (ii) which caused symptoms within 12 months before the Issue Date for which a prudent person would usually seek medical advice or treatment; and
- (b) the disability caused or substantially contributed to by the condition begins in the first 12 months after the Issue Date of coverage under this policy.

Recurrent Total Disability means a situation in which You become Totally Disabled, cease to be Totally Disabled, then become Totally Disabled again from the same Injury. The latter Total Disability will be considered a Recurrent Total Disability.



Sickness means an illness, disease or condition of the Insured Person.

Total Disability; Totally Disabled means that due to an Injury that is not the result of You being Actively at Work You are unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your usual occupation and You are not working in Your usual occupation.

"Usual occupation" means any employment, business, trade, or profession and the substantial and material acts of the occupation You were regularly performing for Your employer when the disability began. Usual occupation is not necessarily limited to the specific job You performed for Your employer.

"Substantial and material acts" means acts that are normally required for the performance of Your usual occupation and cannot be reasonably omitted or modified.

We, Us, or Our means

Insurance Company.

You or Your means the Insured Person listed on the Policy Schedule.

#### **PREMIUMS**

Premium Payments. The first premium is due on the Issue Date. Premiums will include rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the renewal premiums as provided on Page 1.

The date renewal premiums are due is called the due date. Except as provided under the Grace Period, Your policy will end if a renewal premium is not paid by the next due date. All premiums are considered paid when they are received at Our administrative office.

Grace Period. A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the policy shall continue in force (subject to Our right to cancel in accordance with the cancellation provision hereof).

Reinstatement. If any renewal premium be not paid within the time granted You for payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the policy; provided, however, that if We or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental Injury as may be sustained after the date of reinstatement. In all other respects You and We shall have the same rights thereunder as You and We had under the policy immediately before the due date of the defaulted premium, subject to any provisions endoresed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Refund of Unearned Premium. If Your policy terminates due to death, We will refund, on a pro-rata basis, the portion of any premiums paid which were applied to periods following the date of Your death.

Unpaid Premiums. When a claim is paid under this policy, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefits are payable.

#### TOTAL DISABILITY BENEFIT

Monthly Benefit Payment. We will pay the Monthly Benefit if You are Totally Disabled and the Elimination Period has been satisfied. We will only pay Monthly Benefits while You are Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. Monthly Benefits will be paid for only one of two or more Concurrent Total Disabilities. A Total Disability from the same Injury is subject to one Maximum Benefit Period.

A Recurrent Total Disability is considered a continuation of a prior Total Disability if it is separated from the ending date of the prior Total Disability by a period of continuous, full-time employment of less than six months. A Recurrent Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period. A Recurrent Total Disability is considered a new Total Disability if it is separated from the ending date of the prior Total Disability by a period of continuous, full-time employment of six months or more. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period.

Total Disability for Part of a Month. If Your Total Disability is payable for a period less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit for each day of Total Disability.

Maximum Benefit Period When You Attain Age 70. If You are Totally Disabled at age 70 and We have paid Monthly Benefits less than the Maximum Benefit Period for such Total Disability, Monthly Benefits will continue only to the end of the Maximum Benefit Period or to Your age 71, whichever occurs first. In no event will a Monthly Benefit be paid beyond Your age 71.

#### RESIDUAL DISABILITY BENEFIT

Monthly Benefit Payment. We will pay You 50% of the amount of the Total Disability Monthly Benefit shown on the Policy Schedule if You are Residually Disabled. Residual Disability starts when You resume employment immediately after a paid period of Total Disability. Residual Disability payments count toward the Maximum Benefit Period for Total Disability and shall not be paid for a period greater than six months.

Residual Disability for Part of a Month. If Your Residual Disability is payable for a period less than a full month, We will pay one-thirtieth (1/30) of the Residual Disability Monthly Benefit for each day of Residual Disability.

#### WAIVER OF PREMIUM

We will waive Your payment of renewal premiums during Your Total Disability. We will start waiving renewal premiums after You have been Totally Disabled for 90 days or after the Elimination Period if longer. Waiver of Premium ends when You cease to be Totally Disabled or at the end of the Maximum Benefit Period, whichever is first. Premiums are not waived during a period of Residual Disability.

#### LIMITATIONS

Foreign Travel. We will only make three Monthly Benefit payments for any Total Disability sustained or continued outside the United States, Canada or Mexico.

Preexisting Condition. We will pay no benefits for a Total Disability that is caused by a Preexisting Condition unless the Total Disability starts after this policy has been in force for 12 months from the Issue Date or for 12 months from the most recent Reinstatement date.

You are not covered for a disability caused or substantially contributed to by a preexisting condition or medical or surgical treatment of a preexisting condition.

This provision also applies to riders attached to this policy, if any. In applying it, the word "rider" will be used in place of the word "policy."



#### **EXCLUSIONS**

We will not pay benefits for Total Disability that is caused by or is the result of You:

- operating, learning to operate, or serving as a crew member of any aircraft:

- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting or any similar activities;

riding in or driving any motor-driven vehicle in a race, stunt show or speed test;

- practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;

being exposed to war or any act of war, declared or undeclared;

- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve:
- being intoxicated or under the influence of any controlled substance unless administered on the advice of a Physician;
- receiving Injuries caused directly or indirectly while under the influence of a controlled substance or by
  intoxication as defined by the laws and jurisdiction of the geographical area in which the loss or cause of loss was
  incurred.

having cosmetic surgery;

- having a mental and/or nervous disorder (A mental and/or nervous disorder is considered any disorder listed in the *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association, excluding Alzheimer's disease, dementia, and organic brain damage caused by an accident or head trauma.);

participating in or attempting to commit a felony;

- engaging in an illegal activity or occupation;

- self-inflicting an Injury intentionally;

- committing or attempting to commit suicide, while sane or insane; or

- having dental treatment except as the result of an Injury.

#### **TERMINATION**

Coverage will terminate and no benefits will be payable under this policy or any attached riders on the earliest of the following:

- when any premium due for this policy is not paid before the end of the Grace Period;

the end of the period for which premiums have been paid when You give Us a written request to terminate coverage;

- when You establish residence in a foreign country;

upon Your death; or

the due date of the first renewal premium following Your 67th birthday, or if You continue to be Employed on a Full-Time Basis after age 67, the due date of the first renewal premium following the date You cease being Employed on a Full-Time Basis. However, in no case shall coverage extend past the due date of the first renewal premium following Your 70th birthday.

#### CLAIMS PROCEDURE

Notice of Claim. Written notice of claim must be given to Us within 20 calendar days after the occurrence or commencement of any loss covered by this policy or as soon as is reasonably possible. Notice given by or on behalf of You or Your beneficiary to us at agent of Ours, with information sufficient to identify You, shall be deemed notice to Us.



Claim Forms. We, upon receipt of a notice of claim, will furnish You such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice You shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proofs of Loss. Written proof of loss must be furnished to Us at Our said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time of Payment of Claims. Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Payment of Claims. Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to Your estate. Any other accrued indemnities unpaid at the time of Your death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to You.

#### **GENERAL PROVISIONS**

Entire Contract; Changes. This policy including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of Ours and unless such approval be endorsed hereon or attached hereto. No agent has authoriy to change this policy or to waive any of its provisions.

Time Limit on Certain Defenses. (a) After two years from the Issue Date of this policy no misstatements, except fraudulent misstatements, made by You in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two-year period.

(b) No claim for loss incurred or disability (as defined in the policy) commencing after two years from the Issue Date of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Issue Date of coverage of this policy.

This provision also applies to riders attached to this policy, if any. In applying it, the word "rider" will be used in place of the word "policy".

Legal Action. No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

Misstatement of Age. If the age of an Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's true age. No misstatement of age will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

Misstatement of Income. If Your income has been misstated, an adjustment in premiums, coverage, or both, will be made based on income at the time of application. No misstatement of income will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

Assignment. You can transfer, or assign, some or all of Your policy rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this policy, nor are We bound by any assignment until We receive a copy of the assignment at Our administrative office.



Physical Examination and Autopsy. We, at our own expense, shall have the right and opportunity to have You examined when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidded by law.

Change of Beneficiary. Unless You make an irrevocable designation of beneficiary, the right to change the beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Conformity with State Statutes. The law of Your state of residence applies. If this policy conflicts with Your state's laws on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

Periods of Time. All periods of time shown in the policy begin and end at 12:01 a.m. in the standard time zone of Your permanent residence.

Time of Coverage. Coverage starts on the policy Issue Date at 12:01 a.m., in the standard time zone of Your permanent residence. It ends at 12:01 a.m. on the same Standard Time on the renewal date, subject to the Grace Period. This policy may be renewed only as stated in the Renewal Provision. Each time this policy is renewed, the new term begins when the old term ends.

#### **DISABILITY INCOME POLICY**

Guaranteed Renewable to Age 67 - Qualified Right to Renew to Age 70

Company may change premium rates

READ YOUR POLICY CAREFULLY



# OFF-THE-JOB DISABILITY INCOME POLICY - ACCIDENT and SICKNESS **OUTLINE OF COVERAGE**

- A. READ YOUR POLICY CAREFULLY! This Outline of Coverage provides a very brief description of the important features of Your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both You and Us. It is, therefore, important that You READ YOUR POLICY CAREFULLY.
- B. Disability income coverage is designed to provide You with coverage for disabilities resulting from a Covered Accident or Sickness or combination thereof. Coverage is provided for the benefits described in the BENEFITS section below. The benefits described may be limited as outlined in the LIMITATIONS and EXCLUSIONS sections.

#### C. BENEFITS

Total Disability Monthly Benefit {\$300-\$5,000}

Maximum Benefit Period

{3, 6, 12, 24} Months

Elimination Period - Accident

{0, 7, 14, 30, 60, 90, 180} Consecutive Days

Elimination Period - Sickness

{7, 14, 30, 60, 90, 180} Consecutive Days

# TOTAL DISABILITY BENEFIT

Monthly Benefit Payment. We will pay You the Monthly Benefit if You are Totally Disabled as defined in the policy and the Elimination Period has been met. We will pay the Monthly Benefit at the end of the month for which it is due. Monthly Benefits continue only while Your Total Disability lasts or until the end of the Maximum Benefit Period, whichever is first.

Total Disability for Part of a Month. If a Monthly Benefit is payable for any period of Total Disability less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit for each day of Total Disability.

Maximum Benefit Period When You Attain Age 70. If You are Totally Disabled at age 70 and We have paid Monthly Benefits less than the Maximum Benefit Period for such Total Disability, Monthly Benefits will continue only to the end of the Maximum Benefit Period or to Your age 71, whichever occurs first. In no event will a Monthly Benefit be paid beyond Your age 71.

RESIDUAL DISABILITY BENEFIT Monthly Benefit Payment. We will pay You 50% of the Total Disability Monthly Benefit if You are Residually Disabled. Residual Disability starts when You resume employment immediately after a paid period of Total Disability. Residual Disability payments count toward the Maximum Benefit Period and shall not be paid for a period greater than six months.

Residual Disability for Part of a Month. If Your Residual Disability is payable for a period of less than a full month, We will pay one-thirtieth (1/30) of the Residual Disability Monthly Benefit for each day of Residual Disability.

We will waive payment of renewal premiums during Your Total Disability. We will start waiving renewal premiums after You have been Totally Disabled for 90 days or after the Elimination Period if longer. Waiver of Premium ends when You cease to be Totally Disabled or at the end of the Maximum Benefit Period, whichever is first. Premiums are not waived during a period of Residual Disability.





#### LIMITATIONS

Foreign Travel. We will only make three Monthly Benefit payments for any Total Disability sustained or continued outside the United States, Canada or Mexico.

Preexisting Condition. We will pay no benefits for a Total Disability that is caused by a Preexisting Condition unless the Total Disability starts after this policy has been in force for 12 months from the Issue Date or 12 months from the most recent Reinstatement date. A Preexisting Condition means:

- (a) (1) You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 12 months immediately prior to the Issue Date of coverage under this policy; or
  - (2) You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misreperesented or not disclosed in Your application (i) for which You received a Physician's advice or treatment within 12 months before the Issue Date, or (ii) which caused symptoms within 12 months before the Issue Date for which a prudent person would usually seek medical advice or treatment; and
- (b) the disability caused or substantially contributed to by the condition begins in the first 12 months after the Issue Date of coverage under this policy.

You are not covered for a disability caused or substantially contributed to by a preexisting condition or medical or surgical treatment of a Preexisting Condition.

# D. EXCLUSIONS

We will not pay benefits for Total Disability that are caused by or is the result of You:

- being pregnant, experiencing pregnancy related conditions (other than Complications of Pregnancy), giving birth or otherwise terminating pregnancy during the 10 month period immediately following the Issue Date;
- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasalling, parakiting or any similar activities;
- riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve:
- being intoxicated or under the influence of any controlled substance unless administered on the advice of a
- receiving Injuries caused directly or indirectly while under the influence of a controlled substance or by intoxication as defined by the laws and jurisdiction of the geographical area in which the loss or cause of loss was incurred:
- having cosmetic surgery;
- having a mental and/or nervous disorder (A mental and/or nervous disorder is considered any disorder listed in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, excluding Alzheimer's disease, dementia, and organic brain damage caused by an accident or head trauma.);
- participating in or attempting to commit a felony;
- engaging in an illegal activity or occupation;
- self-inflicting an Injury intentionally;
- committing or attempting to commit suicide, while sane or insane; or
- having dental treatment except as the result of an Injury.

#### E. RENEWABILITY

This policy is guaranteed renewable to age 67. That means as long as You pay premiums when due, We cannot cancel or change Your policy. If You are over age 67 and Employed on a Full-Time Basis, You can continue to renew Your policy up to age 70. There will be a limited benefit period.



#### F. PREMIUMS

We reserve the right to change the premium rates. If We do this, We can only do it for all Policies in Your class. You will be given 31 days notice by mail prior to any premium change.

#### G. OPTIONAL BENEFIT RIDERS

Emergency Accident Rider - We will pay You a lump sum payment if You sustain an Injury for which You receive Emergency Care provided in an Emergency Room or a Physician's office within 72 hours of such Injury. The benefit is payable up to four times per Calendar Year.

Retroactive Injury Benefit Rider - If You become Totally Disabled due to an Injury within 30 days of such Injury, and You are continuously Totally Disabled from the date of Your Injury until the end of the Elimination Period, We will pay this benefit.

On-the-Job Disability Income Rider - We will pay You the rider Monthly Benefit if You are Totally Disabled due to a Sickness or Injury which occurs while You are Actively at Work and as defined in this rider.

Spouse Accident Only Disability Income Rider - We will pay the Monthly Benefit to You if:

- Your Spouse is Totally Disabled; and
- Your Spouse's Total Disability begins while this rider is in force; and
- Your Spouse's Total Disability begins within 30 days of the Injury; and
- Your Spouse has satisfied the Elimination Period; and
- Your Spouse's Total Disability began prior to the rider anniversary following Your Spouse's 70th birthday.



# OFF-THE-JOB DISABILITY INCOME POLICY - ACCIDENT ONLY

# OUTLINE OF COVERAGE

- A. READ YOUR POLICY CAREFULLY! This Outline of Coverage provides a very brief description of the important features of Your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both You and Us. It is, therefore, important that You READ YOUR POLICY CAREFULLY.
- B. Disability income coverage is designed to provide You with coverage for disabilities resulting from a Covered Accident. Coverage is provided for the benefits described in the BENEFITS section below. The benefits described may be limited as outlined in the LIMITATIONS and EXCLUSIONS sections.

# C. BENEFITS

Total Disability Monthly Benefit Maximum Benefit Period Elimination Period - Accident

{\$300-\$5,000} {3, 6, 12, 24} Months

(0, 7, 14, 30, 60, 90, 180) Consecutive Days

Monthly Benefit Payment. We will pay You the Monthly Benefit if You are Totally Disabled as defined in the policy and the Elimination Period has been met. We will pay the Monthly Benefit at the end of the month for which it is due. Monthly Benefits continue only while Your Total Disability lasts or until the end of the Maximum Benefit Period, whichever is first.

Total Disability for Part of a Month. If a Monthly Benefit is payable for any period of Total Disability less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit for each day of Total Disability.

Maximum Benefit Period When You Attain Age 70. If You are Totally Disabled at age 70 and We have paid Monthly Benefits less than the Maximum Benefit Period for such Total Disability, Monthly Benefits will continue only to the end of the Maximum Benefit Period or to Your age 71, whichever occurs first. In no event will a Monthly Benefit be paid beyond Your age 71.

Monthly Benefit Payment. We will pay You 50% of the Total Disability Monthly Benefit if You are Residually RESIDUAL DISABILITY BENEFIT Disabled. Residual Disability starts when You resume employment immediately after a paid period of Total Disability. Residual Disability payments count toward the Maximum Benefit Period and shall not be paid for a period greater than six months.

Residual Disability for Part of a Month. If Your Residual Disability is payable for a period of less than a full month, We will pay one-thirtieth (1/30) of the Residual Disability Monthly Benefit for each day of Residual Disability.

We will waive payment of renewal premiums during Your Total Disability. We will start waiving renewal premiums after You have been Totally Disabled for 90 days or after the Elimination Period if longer. Waiver of Premium ends when You cease to be Totally Disabled or at the end of the Maximum Benefit Period, whichever is first. Premiums are not waived during a period of Residual Disability.

# LIMITATIONS

Foreign Travel. We will only make three Monthly Benefit payments for any Total Disability sustained or continued outside the United States, Canada or Mexico.

Preexisting Condition. We will pay no benefits for a Total Disability that is caused by a Preexisting Condition unless the Total Disability starts after this policy has been in force for 12 months from the Issue Date or 12 months from the most recent Reinstatement date. A Preexisting Condition means:

- (a) (1) You received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 12 months immediately prior to the Issue Date of coverage under this policy;
  - (2) You suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application (i) for which You received a Physician's advice or treatment within 12 months before the Issue Date, or (ii) which caused symptoms within 12 months before the Issue Date for which a prudent person would usually seek medical advice or treatment; and
- (b) the disability caused or substantially contributed to by the condition begins in the first 12 months after the Issue Date of coverage under this policy.

You are not covered for a disability caused or substantially contributed to by a preexisting condition or a medical or surgical treatment of a Preexisting Condition.

# D. EXCLUSIONS

We will not pay benefits for Total Disability that are caused by or is the result of You:

operating, learning to operate, or serving as a crew member of any aircraft;

engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting or any similar activities;

riding in or driving any motor-driven vehicle in a race, stunt show or speed test;

practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;

being exposed to war or any act of war, declared or undeclared;

actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army

being intoxicated or under the influence of any controlled substance unless administered on the advice of a

receiving Injuries caused directly or indirectly while intoxicated a controlled substance or by intoxication as defined by the laws and jurisdiction of the geographical area in which the loss or cause of loss was incurred:

having a mental and/or nervous disorder (A mental and/or nervous disorder is considered any disorder listed in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, excluding Alzheimer's disease, dementia, and organic brain damage caused by an accident or head trauma.);

participating in or attempting to commit a felony;

engaging in an illegal activity or occupation;

self-inflicting an Injury intentionally;

committing or attempting to commit suicide, while sane or insane; or

having dental treatment except as the result of an Injury.

#### E. RENEWABILITY

This policy is guaranteed renewable to age 67. That means as long as You pay premiums when due, We cannot cancel or change Your policy. If You are over age 67 and Employed on a Full-Time Basis, You can continue to renew Your policy up to age 70. There will be a limited benefit period.



F. PREMIUMS

We reserve the right to change the premium rates. If We do this, We can only do it for all Policies in Your class. You will be given 31 days notice by mail prior to any premium change.

# G. OPTIONAL BENEFIT RIDERS

Emergency Accident Rider - We will pay You a lump sum payment if You sustain an Injury for which You receive Emergency Care provided in an Emergency Room or a Physician's office within 72 hours of such Injury. The benefit is payable up to four times per Calendar Year.

Retroactive Injury Benefit Rider - If You become Totally Disabled due to an Injury within 30 days of such Injury, and You are continuously Totally Disabled from the date of Your Injury until the end of the Elimination Period, We will pay this benefit.

On-the-Job Disability Income Rider - We will pay You the rider Monthly Benefit if You are Totally Disabled due to an Injury which occurs while You are Actively at Work and as defined in this rider.

Spouse Accident Only Disability Income Rider - We will pay the Monthly Benefit to You if:

Your Spouse is Totally Disabled; and

Your Spouse's Total Disability begins while this rider is in force; and

Your Spouse's Total Disability begins within 30 days of the Injury; and

Your Spouse has satisfied the Elimination Period; and

Your Spouse's Total Disability began prior to the rider anniversary following Your Spouse's 70th. birthday.



#### **EMERGENCY ACCIDENT RIDER**

This rider is attached to and part of Your policy. The terms of Your policy apply to this rider unless otherwise stated in this rider. This rider is issued in return for Your application and the first rider premium. Premium for this rider is included in the modal premium shown on page 3 of the policy. Rider premiums are paid to Our administrative office at the same time as policy premiums. After the rider has been in force 12 months, We may change the premium, but not more than once in a 12-month period. We will do this only after Your state has approved the change. You will be given a 31-day notice by mail prior to any premium change.

#### SCHEDULE

Issue Date Insured Benefit Amount {MARCH 7, 2007} {JOHN DOE} \${100, 150, 200}

#### **DEFINITIONS**

Calendar Year means the period of time that begins on January 1 and ends on December 31, of the same year.

Emergency Care means those health care services that are provided for an Injury of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

Emergency Room means a specified area within a Hospital that is designated for the Emergency Care of accidental Injuries. This area must: (a) be staffed and equipped to handle trauma; (b) be supervised and provide treatment by Physicians; and (c) provide care seven days per week, 24 hours per day.

Hospital means a primary care medical facility operated pursuant to law. The Hospital has organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a RN (registered nurse), and be supervised by a staff of one or more Physicians. The Hospital also maintains on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as: (a) a hospice unit (including any beds designated as a hospice bed); (b) a swing bed; (c) a convalescent home; (d) a rest or nursing facility; (e) a skilled nursing facility; (f) a psychiatric unit; (g) a rehabilitation unit or facility; or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

#### RIDER BENEFIT

This rider provides You with a lump sum payment if You sustain an Injury for which You receive Emergency Care provided in an Emergency Room or a Physician's office within 72 hours of such Injury. This benefit is payable up to four times per Calendar Year.



# TOTAL DISABILITIES NOT COVERED (EXCLUSIONS)

We will not pay benefits for Total Disability that is caused by or is the result of Your Spouse:

operating, learning to operate, or serving as a crew member of any aircraft;

engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting or any similar activities;

riding in or driving any motor-driven vehicle in a race, stunt show or speed test;

practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;

being exposed to war or any act of war, declared or undeclared;

actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army

being intoxicated or under the influence of any controlled substance unless administered on the advice of a

receiving Injuries caused directly or indirectly while under the influence of a controlled substance or by intoxication as defined by the laws and jurisdiction of the geographical area in which the loss or cause of loss was

having cosmetic surgery;

having a mental and/or nervous disorder (A mental and/or nervous disorder is considered any disorder listed in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association, excluding Alzheimer's disease, dementia, and organic brain damage caused by an accident or head trauma.);

participating in or attempting to commit a felony;

engaging in an illegal activity or occupation;

self-inflicting an Injury intentionally;

committing or attempting to commit suicide, while sane or insane;

having any Sickness or condition caused by a Sickness independent of the Covered Accident, including physical or mental infirmity; or

having dental treatment except as the result of an Injury.

# ENTIRE CONTRACT

In this rider, "policy" means the policy to which this rider is attached. This rider is issued in consideration and payment of premiums as provided.

#### TERMINATION

Coverage will terminate and no benefits will be payable under this rider on the earliest of the following:

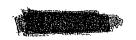
the date Your policy terminates for any reason;

when any premium due for this rider is not paid before the end of the Grace Period;

- the end of the period for which premiums have been paid for this rider when You give Us a written request to terminate coverage;
- when You establish residence in a foreign country;

upon Your death; or

the due date of the first renewal premium following Your 70th birthday,



# RETROACTIVE INJURY BENEFIT RIDER

This rider is attached to and part of Your policy. The terms of Your policy apply to this rider unless otherwise stated in this rider. This rider is attached to and part of Your policy. The terms of Your policy apply to this rider unless otherwise stated in this rider. This rider is included in the rider. This rider is issued in return for Your application and the first rider premium. Premium for this rider is included in the modal premium shown on page 3 of the policy. Rider premiums are paid to Our administrative office at the same time as policy premiums. After the rider has been in force 12 months, We may change the premium, but not more than once in a 12-month period. We will do this only after Your state has approved the change. You will be given a 31-day notice by mail prior to any premium change.

#### SCHEDULE

Issue Date Insured

(MARCH 7, 2007) (JOHN DOE)

# RIDER BENEFIT

If an Injury causes You to become Totally Disabled within 30 days of such Injury, and You are continuously Totally Disabled from the date of Your Injury until the end of the Elimination Period shown on the policy Schedule, We will pay a benefit. The benefit is a lump sum amount equal to the Total Disability Monthly Benefit shown on the policy Schedule times the number of days in the Elimination Period divided by 30. We will pay the benefit at the end of the Elimination Period.

# ENTIRE CONTRACT

In this rider, "policy" means the policy to which this rider is attached and the On-the-Job Disability Income Rider, if applicable. This rider is issued in consideration and payment of premiums as provided.

# TERMINATION

Coverage will terminate and no benefits will be payable under this rider on the earliest of the following:

- the date Your policy terminates for any reason;
- when any premium due for this rider is not paid before the end of the Grace Period;
- the end of the period for which premiums have been paid for this rider when You give Us a written request to terminate coverage;
- when You establish residence in a foreign country;
- upon Your death; or
- the due date of the first renewal premium following Your 70th birthday.



### ON-THE-JOB DISABILITY INCOME RIDER - ACCIDENT and SICKNESS

This rider is attached to and part of Your policy. The terms of Your policy apply to this rider unless otherwise stated in this rider. This rider is issued in return for Your application and the first rider premium. Premium for this rider is included in the modal premium shown on page 3 of the policy. Rider premiums are paid to Our administrative office at the same time as policy premiums. After the rider has been in force 12 months, We may change the premium, but not more than once in a 12-month period. We will do this only after Your state has approved the change. You will be given a 31-day notice by mail prior to any premium change.

#### SCHEDULE

Issue Date
Insured
Insured
Monthly Benefit
Maximum Benefit Period
Elimination Period - Accident
Elimination Period - Sickness

{APRIL 2, 2007}

{JOHN DOE}

{\$150-\$2, 500}

{3, 6, 12, 24} MONTHS

{0, 7, 14, 30, 60, 90, 180} Consecutive Days

{7, 14, 30, 60, 90, 180} Consecutive Days

#### **DEFINITION**

Total Disability; Totally Disabled means that due to a Sickness or Injury that is the result of You being Actively at Work You are unable to perform with reasonable continuity the substantial and material acts necessary to puruse Your usual occupation and You are not working in Your usual occupation.

"Usual occupation" means any employment, business, trade or profession and the substantial and material acts of the occupation You were regularly performing for Your employer when the disability began. Usual occupation is not necessarily limited to the specific job You performed for Your employer.

"Substantial and material acts" means acts that are normally required for the performance of Your usual occupation and cannot be reasonably omitted or modified.

#### RIDER BENEFIT

We will pay You the rider Monthly Benefit if You are Totally Disabled as defined in this rider. Monthly Benefits will not be paid until the Elimination Period has been satisfied. Rider Monthly Benefits will be paid only while Your Total Disability lasts or until the end of the Maximum Benefit Period, whichever is first.

Rider Monthly Benefits will not be paid for any Residual Disability.

### **ENTIRE CONTRACT**

In this rider, "policy" means the policy to which this rider is attached. This rider is issued in consideration and payment of premiums as provided.



# TERMINATION

Coverage will terminate and no benefits will be payable under this rider on the earliest of the following:

the date Your policy terminates for any reason;

when any premium due for this rider is not paid before the end of the Grace Period; the end of the period for which premiums have been paid for this rider when You give Us a written request to terminate coverage;

when You establish residence in a foreign country;

upon Your death; or

the due date of the first renewal premium following Your 70th birthday,

# ON-THE-JOB DISABILITY INCOME RIDER - ACCIDENT ONLY

This rider is attached to and part of Your policy. The terms of Your policy apply to this rider unless otherwise stated in this rider. This rider is issued in return for Your application and the first rider premium. Premium for this rider is included in the modal premium shown on page 3 of the policy. Rider premiums are paid to Our administrative office at the same time as policy premiums. After the rider has been in force 12 months, We may change the premium, but not more than once in a 12-month period. We will do this only after Your state has approved the change. You will be given a 31-day notice by mail prior to any premium change.

#### SCHEDULE

Issue Date
 Insured
 Monthly Benefit
 Maximum Benefit Period
 Flimination Period - Accident

{APRIL 2, 2007} {JOHN DOE} {\$150-\$2, 500} {3, 6, 12, 24} Months {2, 7, 14, 30, 60, 90, 180} Consecutive Days

#### DEFINITION

Total Disability; Totally Disabled means that due to an Injury that is the result of You being Actively and Work you are unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your usual occupation and You are not working Your usual occupation.

"Usual occupation" means any employment, business, trade or profession and the substantial and material acts of the occupation You were regularly performing for Your employer when the disability began. Usual occupation is not necessarily limited to the specific job You performed for Your employer.

"Substantial and material acts" means acts that are normally required for the performance of Your usual occupation and cannot be reasonably omitted or modified.

#### RIDER BENEFIT

We will pay You the rider Monthly Benefit if You are Totally Disabled as defined in this rider. Monthly Benefits will not be paid until the Elimination Period has been satisfied. Rider Monthly Benefits will be paid only while Your Total Disability lasts or until the end of the Maximum Benefit Period, whichever is first.

Rider Monthly Benefits will not be paid for any Residual Disability.

#### ENTIRE CONTRACT

In this rider, "policy" means the policy to which this rider is attached. This rider is issued in consideration and payment of premiums as provided.

#### TERMINATION

Coverage will terminate and no benefits will be payable under this rider on the earliest of the following:

- the date Your policy terminates for any reason;
- when any premium due for this rider is not paid before the end of the Grace Period;





- the end of the period for which premiums have been paid for this rider when You give Us a written request to terminate coverage; when You establish residence in a foreign country; upon Your death; or

- the due date of the first renewal premium following Your 70th birthday.



#### SPOUSE ACCIDENT ONLY DISABILITY INCOME RIDER

This rider is attached to and part of Your policy. The terms of Your policy apply to this rider unless otherwise stated in this rider. This rider is issued in return for Your application and the first rider premium. Premium for this rider is included in the modal premium shown on page 3 of the policy. Rider premiums are paid to Our administrative office at the same time as policy premiums. After the rider has been in force 12 months, We may change the premium, but not more than once in a 12-month period. We will do this only after Your state has approved the change. You will be given a 31-day notice by mail prior to any premium change.

#### SCHEDULE

Issue Date
 Spouse
 Monthly Benefit
 Elimination Period
 Maximum Benefit Period

{MARCH 7, 2007} {JANE DOE} \$600.00 7 Consecutive Days 6 Months

#### **DEFINITIONS**

Elimination Period means the number of consecutive days Your Spouse must be Totally Disabled before Your Spouse is eligible to receive the Monthly Benefit. See the rider Schedule and Claims Procedure. We do not pay Monthly Benefits during the Elimination Period.

Maximum Benefit Period means the maximum period of time the Monthly Benefit is payable due to any one Total Disability. See the rider Schedule.

Recurrent Total Disability means a situation in which Your Spouse becomes Totally Disabled, ceases to be Totally Disabled, then becomes Totally Disabled again for the same Injury. The latter Total Disability will be considered a Recurrent Total Disability.

Spouse means the person You are lawfully married to and is named on Your application for this policy as Your Spouse to be insured at the time You first applied for this rider, or who was added by endorsement to this policy at a later date. You may never have more than one Spouse insured under this rider at any given time.

Totally Disabled; Total Disability means that as a result of Injury Your Spouse is unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your Spouse's usual and customary way if Your Spouse is Employed on a Full-Time Basis.

If Your Spouse is not Employed on a Full-Time Basis, Total Disability; Totally Disabled means that as a result of Injury Your Spouse is not able to engage with reasonable continuity in any occupation in which Your Spouse could reasonably be expected to perform satisfactorily in light of Your Spouse's age, education, training, experience, station in life, and physical and mental capacity.





#### RIDER BENEFIT

We will pay the Monthly Benefit to You if:

- Your Spouse is Totally Disabled; and
- Your Spouse's Total Disability begins while this rider is in force; and
- Your Spouse's Total Disability begins within 30 days of the Injury; and
- Your Spouse has satisfied the Elimination Period; and
- Your Spouse's Total Disability began prior to the rider anniversary following Your Spouse's 70th birthday.

We will pay You the Monthly Benefit if Your Spouse is Totally Disabled and the Elimination Period has been satisfied. We will only pay Monthly Benefits while Your Spouse is Totally Disabled or to the end of the Maximum Benefit Period, whichever is first. Monthly Benefits will be paid for only one of two or more Concurrent Total Disabilities. We will not pay Monthly Benefit for any Residual Disability.

A Recurrent Total Disability is considered a continuation of a prior Total Disability if it is separated from the ending date of the prior Total Disability by a period of less than six months during which Your Spouse is able to perform the ordinary daily duties and activities of any occupation. A Recurrent Total Disability is not subject to a new Elimination Period, nor does it result in the start of a new Maximum Benefit Period. A Recurrent Total Disability is considered a new Total Disability if it is separated from the ending date of the prior Total Disability by a period of six months or more during which Your Spouse is able to perform the ordinary daily duties and activities of any occupation. A new Total Disability is subject to a new Elimination Period and starts a new Maximum Benefit Period.

If Your Spouse's Total Disability is payable for a period less than a full month, We will pay one-thirtieth (1/30) of the Monthly Benefit for each day of Total Disability.

### TOTAL DISABILITIES NOT COVERED (EXCLUSIONS)

We will not pay benefits for Total Disability that is caused by or is the result of Your Spouse:

- operating, learning to operate, or serving as a crew member of any aircraft:
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting or any similar activities;
- 7 riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- being exposed to war or any act of war, declared or undeclared:
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve;
- being intoxicated or under the influence of any controlled substance unless administered on the advice of a Physician;
- receiving Injuries caused directly or indirectly while under the influence of a controlled substance or by intoxication as defined by the laws and jurisdiction of the geographical area in which the loss or cause of loss was incurred;
- having cosmetic surgery;
- having a mental and/or nervous disorder (A mental and/or nervous disorder is considered any disorder listed in the *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association, excluding Alzheimer's disease, dementia, and organic brain damage caused by an accident or head trauma.);
- participating in or attempting to commit a felony:
- engaging in an illegal activity or occupation;
- self-inflicting an Injury intentionally;
- committing or attempting to commit suicide, while sane or insane; or
- having dental treatment except as the result of an Injury.



### **ENTIRE CONTRACT**

In this rider, "policy" means the policy to which this rider is attached. This rider is issued in consideration and payment of premiums as provided.

### **TERMINATION**

Coverage will terminate and no benefits will be payable under this rider on the earliest of the following:

- the date Your policy terminates for any reason;
- when any premium due for this rider is not paid before the end of the Grace Period;
- the end of the period for which premiums have been paid for this rider when You give Us a written request to terminate coverage;
- when Your Spouse establishes residence in a foreign country;
- upon Your Spouse's death or Your death; or
- the due date of the first renewal premium following Your Spouse's 70th birthday.